

CONTRACT FOR THE BIDDING OF ONE (1) LOT REDUNDANCY FOR PRODUCTION DATABASE SERVER

THIS AGREEMENT made and entered into this 11 day of JULY 2016, in the City of PASIG CITY Metro Manila, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation duly created by virtue of R.A. 7875, as amended by R.A 9241 and R.A. No. 10606 or the "National Health Insurance Act of 2013", with principal office address at 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **President and Chief Executive Officer, ALEXANDER A. PADILLA** (hereinafter called "**PHILHEALTH**").

-and-

COMCLARK NETWORK AND TECHNOLOGY CORPORATION., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. A1997-9080, issued on July 14, 1997 and existing under the laws of the Republic of the Philippines, with business address at Manuel Roxas Ave. Clark Special Economic Zone, Clarkfield, Angeles City Pampanga represented herein by its **Unit Head**, (hereinafter called "**COMCLARK**").

WHEREAS, **PHILHEALTH** invited Bids on the *Bidding for the Procurement of One (1) Lot Redundancy for Production Database Server* and has accepted a Bid by **COMCLARK NETWORK AND TECHNOLOGY CORP.** for the supply of those goods in the sum of, **NINETEEN MILLION SIX HUNDRED EIGHTEEN THOUSAND PESOS (PhP19,618,000.00)** (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Comclark's Schedule of Requirements (**Annex "A"**);
 - (b) Comclark's Bid Form (**Annex "B"**);
 - (c) Comclark's Technical Proposal and its Appendices (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. 50, s. 2016 (**Annex "E"**);
 - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
 - (g) Special Conditions of the Contract (SCC) (**Annex "G"**);
 - (h) Bid Bulletins No.1 and No.2 (**Annex "H"**); and
 - (i) Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **COMCLARK** as hereinafter mentioned, **COMCLARK** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
4. **PHILHEALTH** hereby covenants to pay **COMCLARK** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract;
5. The contract price covers the costs of all Deliverable Items and Services and includes all applicable taxes, including the 12% Value Added Tax (VAT), customs duties, license fees, freight, insurance, cost of importation and delivery at the time

ALEXANDER A. PADILLA
President and CEO
PhilHealth

CECIL S. GARCIA
Unit Head
Comclark Network and Technology Corp.

RAMON F. ARISTOZA, JR.
EVP and Chief Operating Officer

SVP EDGAR JULIOS ASUNCION
Chief Legal Executive

SVP JOVITA V. ARAGONA
SVP-Chief Information Officer
Information Management Sector

JUVY D. BALOLONG
Division Chief IV, AICD
Comptrollership Department

MARY ANN L. AGUIRE
WITNESS for Comclark

MELINDA M. DAVID
WITNESS for Comclark

and locations specified and other charges which may be imposed on the Product by foreign and local authorities;

6. **COMCLARK** hereby covenants to deliver in favor of **PHILHEALTH** the **One (1) Lot Redundancy for Database Server** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract;
7. **Within Sixty (60) Calendar Days** after complete delivery to and acceptance by **PHILHEALTH**, **COMCLARK** shall submit the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by the former as condition for payment. **PHILHEALTH** shall thereafter pay the sum of **Seventeen Million Six Hundred Fifty Six Thousand Two Hundred Pesos (PhP17,656,200.00) only**, which is ninety percent (90%) of the total contract price;

As obligation for the warranty, **PHILHEALTH** shall withhold **ten percent (10%) of the total contract price** as **retention money** or as obligation for "**Warranty**" in an amount equivalent to **One Million Nine Hundred Sixty One Thousand Eight Hundred Pesos (PhP1,961,800.00) only**. Said amount shall only be released **after the lapse of the Three (3) year warranty period** for non-expendable supplies as required under Section 62 (Warranty) of the Revised IRR of R.A. 9184 . Provided, however, that the goods supplied are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

COMCLARK, however, may opt to post the required retention money equivalent to ten percent (10%) of the total contract price for the first year, which may be released after the lapse of the warranty for the first year and upon posting of a **special bank guarantee equivalent to at least ten percent (10%) of the total contract price** for the second year, to be renewed on the third year. Failure to submit the required special bank guarantee for the third year shall be a ground for blacklisting;

8. The contracting parties undertake to comply with **Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy Revision (1)"** which is deemed incorporated into this contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest;
9. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. 9184, shall form an integral part of the contract between the PARTIES hereto;


The PARTIES hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

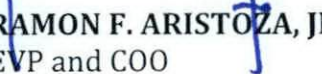
PHILIPPINE HEALTH INSURANCE CORPORATION


ALEXANDER A. PADILLA
President and CEO

COMCLARK NETWORK AND TECHNOLOGY CORP.

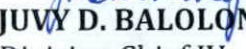

CECIL S. GARCIA
Unit Head

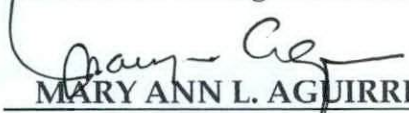
Signed in the presence of:



RAMON F. ARISTOZA, JR.
EVP and COO


SVP EDGAR JULIO S. ASUNCION
Chief Legal Executive


JOVITA V. ARAGONA
SVP-Chief Information Officer
Information Management Sector


JUVY D. BALOLONG
Division Chief IV
AIC Division, Comptrollership Dept.


MARY ANN L. AGUIRRE
Witness for COMCLARK


MELINDA M. DAVID
Witness for COMCLARK

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASIG CITY) S.S.

BEFORE ME, this 11 day of JUL 2016, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

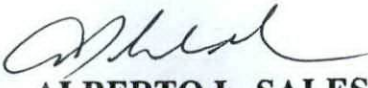
ALEXANDER A. PADILLA PHILHEALTH I.D. # 10307110
Philippine Health Insurance Corp.

CECIL S. GARCIA PASSPORT NO. EB7824243
Comclark Network and Technology Corp.

Known to me to be the same persons who executed the foregoing Contract Agreement consisting **Two Hundred Thirty Four (234) pages** including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

WITNESS MY HAND AND SEAL on the date and place first above written.

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Book No. 4
Series of 2016


ALBERTO L. SALES
NOTARY PUBLIC
Until December 31, 2016
PTR No. 1473357; 01.22.16; Pasig City
IBP No. 1023116; 01.07.16; RSM
Roll of Attorney No. 36047
MCLE Compliance No. IV-0018974; 04.29.13
Appointment No. 195 (2015-2016)